

and convey to the said party of the second part his heirs and assigns forever the following tracts or parcels of land situated in the County of Douglas and State of Kansas described as follows to wit;

Commence at the South West corner of South East quarter of Section Twenty nine (29) in Township Fourteen (14) of Range Twenty (20) thence East One hundred and sixty (60) rods thence North eighty (80) rods thence West sixty (60) rods thence South fifteen (15) rods thence West one hundred (100) rods thence South sixty five (65) rods to place of beginning also commencing at the South West corner of the South East quarter of said Section Twenty nine (29) thence East one hundred and four (104) rods thence South Twenty four (24) rods thence West twenty eight (28) rods thence South fifty six (56) rods thence West seventy six (76) rods thence North eighty (80) rods to beginning, containing in all one hundred and twelve and $\frac{3}{100}$ acres. Also Lots numbers Seventy seven (77), Seventy eight (78) and Seventy nine (79) on High Street in Baldwin City with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a mortgage to Nathl. Mayrick for \$1000.00 and that they will warrant and defend the same against the lawful claims of all persons. This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars and interest thereon according to the terms of one certain mortgage note and ten interest notes or coupons this day executed by the said parties of the first part to wit;

Note No. 1. for One Thousand Dollars due September 1st, 1889 all dated August 12 1884 payable to Nathaniel Mayrick or order at the Merchants Bank of Lawrence Kansas with New York Exch. with interest payable semi annually on the first days of March and September in each year according to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent and they will keep the buildings on said property insured in some approved Insurance Company payable in case of loss to the mortgagee or assigns and deliver the policy to the mortgagee as collateral